

**Fill in this information to identify the case:**Debtor 1 Dana Romero SarmientoDebtor 2 \_\_\_\_\_  
(Spouse, if filing)United States Bankruptcy Court for the: SOUTHERN DISTRICT OF CALIFORNIACase number 16-00425

## Official Form 410S1

**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

**Name of creditor:** The Bank of New York Mellon Fka The Bank Of New York, Trustee On Behalf Of The Noteholders Of The Cwheq Inc., Cwheq Revolving Home Equity Loan Trust, Series 2007-G

Court claim no. (if known): 11**Date of payment change:**Must be at least 21 days after date of this notice 02/01/2019

Last 4 digits of any number you use to identify the debtor's account: \_\_\_\_\_

4840**New total payment:**Principal, interest, and escrow, if any \$ 170.71**Part 1: Escrow Account Payment Adjustment****1. Will there be a change in the debtor's escrow account payment?**☒ No☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ \_\_\_\_\_

New escrow payment: \$ \_\_\_\_\_

**Part 2: Mortgage Payment Adjustment****2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**☒ No☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_Current interest rate: 2 %New interest rate: 4 %Current principal and interest payment: \$ 64.26New principal and interest payment: \$ 170.71**Part 3: Other Payment Change****3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**☒ No☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)Reason for change: CHANGE IN PRINCIPAL - END OF INTEREST ONLY - AMORTIZATION STARTS.Current mortgage payment: \$ 64.26New mortgage payment: \$ 170.71

Debtor 1 Dana Romero Sarmiento Case number (if known) 16-00425  
First Name Middle Name Last Name

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.



I am the creditor.



I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X**

/s/ Essa Gye

Date 12/20/2018

Signature

Print:

Essa Gye

Title

AVP; Bankruptcy Specialist

Company

Bank of America

Address

16001 N. Dallas Pkwy

Number Street

Addison, TX 75001

City State ZIP Code

Contact phone

(214) 209-5218

Email

essa.gye@bankofamerica.com

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF CALIFORNIA ( SAN DIEGO DIVISION)

Chapter: 13 No. 16-00425

In re:

Judge: LAURA S. TAYLOR

Dana Romero Sarmiento

Debtor(s).

**CERTIFICATE OF SERVICE**

I hereby certify that on 12/20/2018, I have served a copy of this Notice and all attachments to the following by U.S. Mail, postage pre-paid, or via filing with the US Bankruptcy Court's CM ECF system.

By U.S. Postal Service First Class Mail Postage Prepaid:

Debtor: Dana Romero Sarmiento  
1517 Seabrook Ln  
San Diego, CA 92139-3961

Debtor's Attorney: KERRY A. DENTON  
231 4th Ave CHAMBER PLAZA  
Chula Vista, CA 91910-2686

Trustee: THOMAS H. BILLINGSLEA  
401 W A St Ste 1680  
San Diego, CA 92101-7922

/s/ Irene Zhao

---

LCI  
(as Authorized Agent for Bank of America N.A.)  
111 Anza Blvd Suite 310  
Burlingame, CA 94010  
650.342.9486 (x250)  
izhao@lciinc.com



November 21, 2018

Kerry A. Denton  
231 4th Ave, Chamber Plaza  
Chula Vista, CA 91910

**Loan Number:** [REDACTED]

Dear Kerry A. Denton:


We understand that you are the attorney representing the client referenced in the enclosed document(s). Accordingly, we are sending the enclosed information to you to provide to your client.


Please review and call us with any questions.

We appreciate the opportunity to work with you.

Home Loan Team  
Bank of America, N.A.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If the customer is currently in a bankruptcy proceeding, or has previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. The customer is not obligated to discuss the home loan with us or enter into a loan modification or other loan-assistance program. The customer should consult with a bankruptcy attorney or other advisor about legal rights and options.

Mortgages funded and administered by an  Equal Housing Lender.

 Protect your personal information before recycling this document.



Ferdinand Sarmiento  
Dana R Sarmiento

2nd Lien Loan number:

Date  
November 21, 2018

Customer service  
800.669.6650

Account information  
bankofamerica.com

Kerry A. Denton  
231 4th Ave, Chamber Plaza  
Chula Vista, CA 91910

Ferdinand Sarmiento  
Dana R Sarmiento  
1517 Seabrook Ln  
San Diego, CA 92139-3961

## We have important information about the scheduled interest rate and mortgage payment adjustments for your 2nd lien loan modification.

Our records indicate that you're currently in a bankruptcy proceeding or have received a discharge of this debt under bankruptcy law. As a result, this communication is being sent for informational and/or compliance purposes only and should not be construed as an attempt to collect a debt, a demand for payment, an attempt to impose personal liability or an attempt to modify any applicable bankruptcy plan terms or discharge injunction. If you have received a discharge of your personal obligation to repay the debt associated with the referenced loan, Bank of America, N.A. will not take any action against you personally, but has retained the right to enforce its rights against the property securing this loan.

January 1, 2019 marks 5 year(s) since your mortgage modification through the Making Home Affordable Modification Program. We want to remind you of some important terms of your mortgage modification that occur on the 5 year anniversary of your modification.

### What you need to know

Your modification includes a scheduled interest rate adjustment that goes into effect on the 5 year anniversary of your modification through the Home Affordable Modification Program. You're approaching this date on January 1, 2019 and we want to ensure you are aware of and prepared for the changes. Per the modification agreement, your loan is subject to interest rate adjustments until it reaches its interest rate cap.

According to the terms of your 2<sup>nd</sup> lien modification agreement, at the end of the initial fixed-rate term, the interest rate will increase annually based on the schedule in the modification agreement (see below "Payment Schedule Table") until it reaches the interest rate cap. At the end of your initial fixed-rate term, the rate on your 2<sup>nd</sup> lien modification will increase to match the current rate on your first lien HAMP modification. On each subsequent annual anniversary, the rate on your 2<sup>nd</sup> lien modification will increase by not more than 1.000% to match the rate on your first lien HAMP modification, until it reaches the 2<sup>nd</sup> lien interest rate cap.

The payment schedule table below is similar to the one included in your modification agreement. It outlines the future interest rate changes and corresponding monthly payment amounts (identifying principal and interest, and estimated escrows) and the effective dates for such changes. Here are some details:

- The amount and effective date of the interest rate increase: Effective on January 1, 2019, your interest rate will increase by 2.000%. (See the "Payment Schedule Table" below for your adjusted rate and payment information.)
- Amount and due date of your new monthly payment: On February 1, 2019, your new monthly payment will be \$170.71. Note: Your total monthly payment may include principal and interest amount plus any escrow amount (i.e. taxes, insurance and other assessments).

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

Payment Schedule Table							
Year	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
Year 1-5	2.000%	January 1, 2014	\$67.02	\$0.00 May adjust periodically	\$67.02 May adjust periodically	February 1, 2014	60
Year(s) 6-18	4.000%	January 1, 2019	\$170.71	May adjust periodically	May adjust periodically	February 1, 2019	156
Year(s) 19	4.000%	January 1, 2032	\$30,039.31	May adjust periodically	May adjust periodically	February 1, 2032	1

\*Your escrow payments, including taxes, insurance and any other assessments, may be adjusted periodically in accordance with applicable law and therefore, your total monthly payment may change accordingly.

## How the New Monthly Principal and Interest Payment was Determined

The schedule of monthly payments was calculated at the time your mortgage was permanently modified. After the initial fixed-rate period, the rate on your 2nd lien modification increased to match the current rate on your first lien HAMP modification, until the maximum rate cap was reached. The interest rate will then be fixed for the life of the loan. The schedule of payments was calculated by also using the existing interest-bearing principal balance and the remaining number of payments due.

## We're here to help

We remain committed to helping you. If you have questions about your new payments, how they were calculated or if you're concerned about making your new monthly payments, please contact us right away at 1.800.669.6607, Monday through Friday, 7 a.m. to 7 p.m. local time.

You can seek assistance in understanding this notice at no charge by calling the HOPE Hotline number at 888.995.HOPE and asking for MHA help. You may also seek assistance at no charge from U.S. Department of Housing and Urban Development (HUD)-approved housing counselors by calling 800.569.4287 or accessing the search tool at [hud.gov/offices/hsg/sfh/hcc/fc/](http://hud.gov/offices/hsg/sfh/hcc/fc/) to find a counselor near you. The HUD-approved counselors can work with you to create a household budget and develop an action plan to help reduce your household debt.

Thank you for being a valued customer. As always, please contact us with any questions or concerns.

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you are a member of the military, or if you are the spouse, domestic partner or dependent of a military member, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and/or similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or eligibility under SCRA or similar state laws may not necessarily prevent actions such as foreclosure or repossession. If you have a loan that is in default, a court may authorize foreclosure or repossession. If you are having difficulty making your payments, please contact us as soon as possible so we can discuss any available options. You can apply for benefits and find additional resources, including financial education and information about how we support those who serve our country, at [bankofamerica.com/military](http://bankofamerica.com/military). You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Counseling is also available at agencies such as Military OneSource at [militaryonesource.mil](http://militaryonesource.mil) or 800.342.9647 and Armed Forces Legal Assistance at [legalassistance.law.af.mil](http://legalassistance.law.af.mil), and through HUD-approved housing counseling agencies, which you can find at [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm).